



LIQUOR LICENSE AUTHORITY
Hearing Officer, Erik Johnson
Thursday, June 25, 2026
Public Meeting Room / Eagle Town Hall
200 Broadway, Eagle, CO

This agenda and the meetings can be viewed at www.Townofeagle.org.

PUBLIC WIFI – Eagle Guest

1. Microsoft Teams meeting

Join:<https://teams.microsoft.com/meet/215356729196952?p=ZmBwV6bdZdL7nUioxL>

Meeting ID:215 356 729 196 952

Passcode:D3iS2vS2

[Need help?](#) | [System reference](#)

Dial in by phone

[+1 469-770-0416,,903496967#](#) United States, Kaufman

[Find a local number](#)

Phone conference ID:903 496 967#

For organizers:[Meeting options](#) | [Reset dial-in PIN](#)

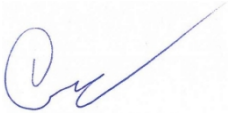
CALL TO ORDER - 6:00 PM

PUBLIC HEARING

1. New Fermented Malt Beverage License - Feather Petroleum Company, dba Stop 'n Save #14, 99 Chambers Ave

ADJOURN

I hereby certify that the above Notice of Meeting was posted by me in the designated location at least 24 hours prior to said meeting.



Camille Deering
Town Clerk

Fermented Malt Beverage/Fermented Malt Beverage and Wine Retailer License Application

This application only applies to Fermented Malt Beverage On-Premises, Fermented Malt Beverage On/Off-Premises, and Fermented Malt Beverage and Wine Retailer.

***Note that the Division will not accept cash.**

Paid by check

Uploaded to Movelt on Date

Paid online

New License

New-Concurrent

Transfer of Ownership

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)

• Local license fee \$

• Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code:

SBG.Colorado.gov/Liquor

Applicant is applying as a/an:

Individual

Limited Liability Company

Association or Other

Corporation

Partnership (includes Limited Liability and Husband and Wife Partnerships)

Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation

Feather Petroleum Company

FEIN

Trade Name of Establishment (DBA)

840746271

Stop 'n Save #14

Sales Tax Number

Business Telephone

00441335

970-242-5205

Address of Premises (specify exact location of premises)

99 Chambers Avenue

City

County

State

ZIP Code

Eagle

Eagle

CO

81631

Mailing Address (Number and Street)

2492 Industial Blvd.,

City or Town

State

ZIP Code

Grand Junction

CO

81505

Email Address

Home Phone Number

apgroup@featherpetro.com

970-242-5205

If the premises currently has a liquor or beer license, you **must** answer the following questions:

Present Trade Name of Establishment (DBA)

Present Sales License Number

Present Class of License

Present Expiration Date

Section A - Nonrefundable Application Fee

- Application Fee for New License \$1,100.00
- Application Fee for New License - with Concurrent Review \$1,200.00
- Application Fee for Transfer..... \$1,100.00

Section B - Fermented Malt Beverage License Fees

- Retail Fermented Malt Beverage On-Premises (City) \$96.25
- Retail Fermented Malt Beverage On-Premises (County) \$117.50
- Retail Fermented Malt Beverage and Wine (City) \$96.25
- Retail Fermented Malt Beverage and Wine (County) \$117.50
- Retail Fermented Malt Beverage and On/Off-Premises (City) \$96.25
- Retail Fermented Malt Beverage and On/Off-Premises (County) \$117.50

Master File Location Fee \$25.00 x Total \$

Master File Background..... \$250.00 x Total \$

Questions? Visit SBG.Colorado.gov/Liquor for more information

Do Not Write In This Space - For Department Of Revenue Use Only

Liability Information

License Account Number

Liability Date

License Issued Through: (Expiration Date)

Total \$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant **exactly**. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: SBG.Colorado.gov/Liquor for more information**

Items Submitted, Please Check All Appropriate Boxes Completed or Documents Submitted

I. Applicant Information

- Applicant/Licensee identified
- State sales tax license number listed or applied for at time of application
- License type or other transaction identified
- Submit originals to local authority
- Additional information required by the local licensing authority

II. Diagram of the Premises

- No larger than 8½" X 11"
- Dimensions included (does not have to be to scale). Exterior areas should show control (fences, walls, etc.)
- Separate diagram for each floor (if multiple levels)
- Bold/Outlined licensed premises

III. Proof of Property Possession (One Year Needed)

- Deed in name of the applicant **only** (or) (matching question #2) date stamped/filed with County Clerk
- Lease in the name of the applicant **only** (matching question #2)
- Lease Assignment in the name of the applicant (**only**) with proper consent from the Landlord and acceptance by the applicant
- Other agreement if not deed or lease

IV. Background Information (DR 8404-I) and Financial Documents

- Individual History Record(s) (Form DR 8404-I) Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Master File applicants submit results to the State

Do not complete fingerprint cards prior to submitting your application.

The Vendors are as follows:

IdentoGO – <https://uenroll.identogo.com/> Phone : 844-539-5539 (toll-free)

Colorado Fingerprinting – <http://www.coloradofingerprinting.com>

Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cabs/>

Phone: 720-292-2722 Toll Free: 833-224-2227

Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:

<https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks>

- Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- List of all notes and loans

V. Sole Proprietor/Husband and Wife Partnership (If Applicable)

- Form DR 4679
- Copy of State Issued Driver's License or Identification Card for each Applicant

VI. Corporate Applicant Information (If Applicable)

- Certificate of Incorporation
- Certificate of Good Standing
- Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership Applicant Information (If Applicable)

- Partnership Agreement (general or limited)
- Certificate of Good Standing

VIII. Limited Liability Company Applicant Information (If Applicable)

- Copy of Articles of Organization
- Certificate of Good Standing
- Copy of Operating Agreement (if applicable)
- Certificate of Authority if foreign LLC (out of state applicants only)

1. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?..... Yes No
2. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):
 - a. Been denied an alcohol beverage license?..... Yes No
 - b. Had an alcohol beverage license suspended or revoked?..... Yes No
 - c. Had interest in another entity that had an alcohol beverage license suspended or revoked?..... Yes No

If you answered yes to 2a, b or c, explain in detail on a separate sheet.

3. Has the premises to be licensed been denied within the preceding one year? If "yes," explain in detail..... Yes No

If "yes", explain in detail.

4. Is the proposed Fermented Malt Beverage and Wine Retailer license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? Note: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313..... Yes No
5. Is the proposed Fermented Malt Beverage and Wine Retailer license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? (Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S.)..... Yes No
6. Are you applying for a Fermented Malt Beverage On and Off Premises License? If yes, answer subparts a and b. If No, go to question 6..... Yes No
 - a. The FMB On/Off is located in a county with a population of > 35,000..... Yes No
 - b. The FMB On/Off is located in an "underserved area" within a county with population of < 35,000 but lies outside of a municipal boundaries or is a city or town with population of > 75,500..... Yes No

Note - The population is determined from the recently available United States Census Bureau.

7. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee..... Yes No

8. Does the applicant, as listed as Trade Name of Establishment (DBA) of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?..... Yes No

Ownership Lease Other (Explain in detail)

a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:

Landlord	Tenant	Expires
Aldah M Medsker Trust	Feather Petroleum Company	04/30/2031

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 6..... Yes No

c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".

9. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name		First Name	
Master File			
Date of Birth (MM/DD/YY)	FEIN or SSN	Interest	
Last Name		First Name	
Date of Birth (MM/DD/YY)	FEIN or SSN	Interest	

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

10. Name of Manager(s) for all on premises applicants.

Last Name		First Name	
Date of Birth (MM/DD/YY)			

11. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number..... Yes No

12. Tax Information.

a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... Yes No

b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?..... Yes No

13. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

Name

Master File

Home Address (Number and Street)

City State ZIP Code

Date of Birth (MM/DD/YY) Position Percent Owned

Name

Home Address (Number and Street)

City State ZIP Code

Date of Birth (MM/DD/YY) Position Percent Owned

Name

Home Address (Number and Street)

City

State

ZIP Code

Date of Birth (MM/DD/YY)

Position

Percent Owned

Name

Home Address (Number and Street)

City

State

ZIP Code

Date of Birth (MM/DD/YY)

Position

Percent Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code which affect my license.

Printed Name

Title

Authorized Signature



Date (MM/DD/YY)

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority

Date of local authority hearing – for new license applicants cannot be less than 30 days from date of application 44-3-311(1) C.R.S.

For Transfer Applications Only - Is the license being transferred valid?..... Yes No

Each person required to file DR 8404-I has been:

- Fingerprinted
- Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license. (Check One)

- Date of Inspection or Anticipated Date
- Upon approval of state licensing authority
- New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied

New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S. and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for	Telephone Number	<input type="radio"/> Town, City <input type="radio"/> County
<input style="width: 100%; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>	
Printed Name		Title
<input style="width: 100%; height: 25px;" type="text"/>		<input style="width: 100%; height: 25px;" type="text"/>
Signature		Date (MM/DD/YY)
<input style="width: 100%; height: 25px;" type="text"/>		<input style="width: 100%; height: 25px;" type="text"/>
Printed Name		Title
<input style="width: 100%; height: 25px;" type="text"/>		<input style="width: 100%; height: 25px;" type="text"/>
Signature (Attest)		Date (MM/DD/YY)
<input style="width: 100%; height: 25px;" type="text"/>		<input style="width: 100%; height: 25px;" type="text"/>

Tax Check Authorization, Waiver, and Request to Release Information

I, Skyler Frieling

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter
"Waiver") on behalf of

(the "Applicant/Licensee")

Feather Petroleum Company

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

Feather Petroleum Company

Social Security Number/Tax Identification Number

84-0746271

Home Phone Number

9702425205

Business/Work Phone Number

9702425205

Street Address

2492 Industrial Blvd.,

City

Grand Junction

State

CO

ZIP Code

81505

Printed name of person signing on behalf of the Applicant/Licensee

Skyler Frieling

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Date Signed



5/11/26

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

ARTICLES OF INCORPORATION
(SEE INSTRUCTIONS BELOW)

FILED
16 NOV '77

We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a corporation under the Colorado Corporation Act, adopt the following Articles of Incorporation for such corporation:

FIRST: The name of the corporation is Feather Petroleum Company

SECOND: The period of its duration is perpetual

THIRD: The purpose or purposes for which the corporation is organized are: To engage in petroleum marketing, both wholesale and retail, and to engage in the transaction of all lawful business for which corporations may be incorporated pursuant to Colorado Corporation Code.

FOURTH: The aggregate number of shares which the corporation shall have authority to issue is 50,000 shares of capital stock of the par value of \$1.00/share.

FIFTH: Cumulative voting of shares of stock is not authorized.

SIXTH: Provisions limiting or denying to shareholders the preemptive right to acquire additional or treasury shares of the corporation are:

SEVENTH: The address of the initial registered office of the corporation is 3035 Booth Falls Rd., P.O.Box 2327, Vail, Colorado 81657 and the name of its initial registered agent at such address is Stanley R. Medsker

EIGHTH: Address of the place of business: Shall be located in the County of Mesa, State of Colorado.

(If different from registered office)

NINTH: The number of directors constituting the initial board of directors of the corporation is three (3), and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are: (At least 3.)

NAME	ADDRESS
Larry V. Feather	P.O.Box 2031, Grand Junction, CO 81501
Andrew K. Smith	32500 Inverness Dr., Evergreen, CO 80439
Stanley R. Medsker	P.O.Box 2327, Vail, Colorado 81657

TENTH: The name and address of each incorporator is: (At least 3.)

NAME	ADDRESS
Larry V. Feather	P.O.Box 2031, Grand Junction, CO 81501
Andrew K. Smith	32500 Inverness Dr., Evergreen, CO 80439
Stanley R. Medsker	P.O.Box 2327, Vail, Colorado 81657

Dated November 15, 1977

STATE OF Colorado
COUNTY OF Eagle } ss.

Larry V. Feather
Andrew K. Smith
Stanley R. Medsker
Incorporators Stanley R. Medsker

I, Aidah M. Medsker, a notary public, hereby certify that on the 15th day of November, 1977, personally appeared before me Larry V. Feather, Andrew K. Smith, and Stanley R. Medsker, who being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

In witness whereof I have hereunto set my hand and seal this 15th day of November, A. D. 1977

My commission expires December 23, 1979

Submit in duplicate

Aidah M. Medsker
Notary Public

Note: If this form is used--"SUBMIT IN DUPLICATE" means the original and carbon copy - TYPED. This form is not acceptable with ATTACHMENTS or TYPING ON REVERSE SIDE. If there is not adequate space, Form D1 may be used as a pattern or guide. Please use legal or letter size typing paper. Type on one side only.

Shares of stock must have a dollar amount par value, or a statement that each share is of "no par value."

ADDRESS means street name and number, city or town, and United States post office zip code designation. In the event that by reason of rural location, or otherwise, a street name, number, town or city shall not exist, other appropriate "address" fixing as near as possible the actual physical location may be substituted, but in all such exceptional cases the rural free delivery route, the county, and the United States post office zip code designation shall be included.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

FEATHER PETROLEUM COMPANY

is a

Corporation

formed or registered on 11/16/1977 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871335806 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/29/2025 that have been posted, and by documents delivered to this office electronically through 01/30/2025 @ 15:14:42 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/30/2025 @ 15:14:42 in accordance with applicable law. This certificate is assigned Confirmation Number 16953098 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



COLORADO

Department of Revenue

Enforcement Division – Liquor & Tobacco

Physical Address:
1707 Cole Boulevard, Suite 300
Lakewood, CO 80401

Mailing Address:
P.O. Box 17087
Denver, CO 80217-0087

December 14, 2022

FEATHER PETROLEUM COMPANY
2492 INDUSTRIAL BOULEVARD
GRAND JUNCTION, CO 81505

Re: State Master File for Feather Petroleum Company
Account # 04-41335-0000

Dear Sir or Madam:

This is to advise you that the Colorado Liquor Enforcement Division (“Division”) has, at your request, revised the “master file” for the above-listed Licensee.

As of the date of this letter our master file includes the following items which you have submitted:

1. Individual History Records (Form DR 8404-I) for the following persons:

Kent G. Frieling
Andrew Smith, Jr.
Scott W. Smith
Cynthia L. Frieling
Kimberly M. Medsker
Ryan D. Frieling
Skyler K. Frieling

2. Fingerprint cards bearing the names and birth dates of the persons listed in paragraph 1, above. All the fingerprint cards have been submitted by us to the Colorado Bureau of Investigation. The CBI and FBI have checked the prints and reportedly found no record of any criminal history for those listed above.

3. Certificate of Authority or a Certificate of Good Corporate standing from the Colorado Secretary of State, which indicates that Feather Petroleum Company is a corporation authorized to do business in Colorado.

When filing a new application for additional licensed locations, you must check with the local licensing authority to determine what documents they may require to process your application. Please feel free to provide them with this letter, as many local authorities will not require you again to submit fingerprint cards to them if you have already submitted such documents to the Division. This letter will serve to inform the local authorities exactly which documents you have already submitted to the State Enforcement Division.

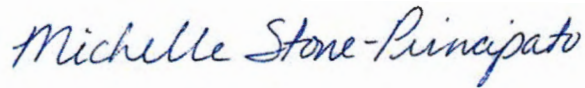
Finally, once the local authority has approved your new license or transfer of ownership application, it must be sent to the Division.

The local authority need not send change of corporate structure information previously reported to the Division, as listed in and approved by this letter.

The only documents which are needed for a new or transfer of ownership application by the Division are:

1. The approved application signed by the local authority;
2. The appropriate fees;
3. A copy of this letter;
4. Proof of possession of the premises;
5. A diagram of the licensed premises;
6. Completed form DR 8442, and an Individual History Record (DR-8404-I) if manager's registration is required.

Sincerely,

A handwritten signature in blue ink that reads "Michelle Stone-Principato". The signature is written in a cursive, flowing style.

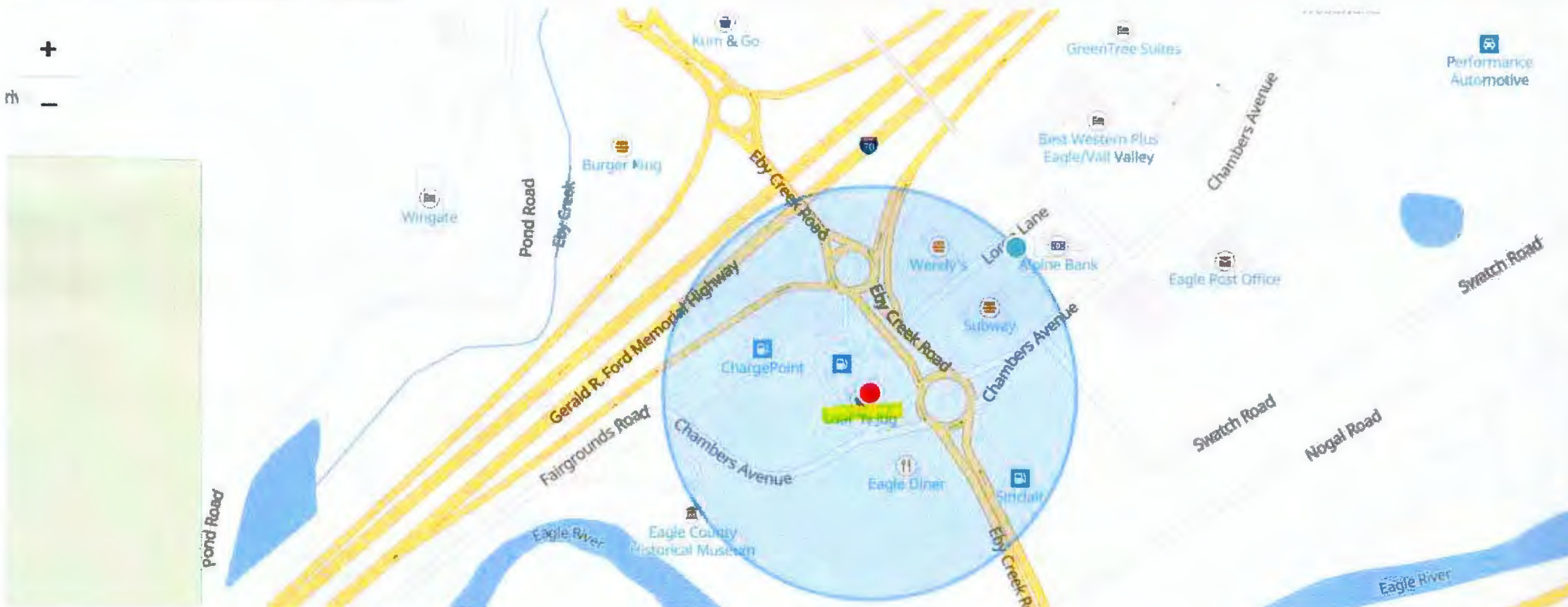
Michelle Stone-Principato
Division Director

85 Chambers Ave, Eagle, CO 81631

Search

Radius: 153.35 m | 0.15 km | 0.10 mi | 503 ft | 0.08 nm
Circle Area: 73878.53 m² | 0.07 km²
Lat, Lon: 39.65876, -106.82699

Clear All Edit Circle Draw a Circle 200 m



Lease

This Lease is made and entered into this 1st day of May 2026 between **Aldah M. Medsker Trust**, as "Lessor" and **Feather Petroleum Company**, a Colorado corporation as "Lessee".

NOW, THEREFORE, in consideration of the premises, the rent herein reserved, and the covenants, conditions, warrants and agreements hereinafter set forth, it is hereby agreed as follows:

1. **DEMISE, PREMISES AND WARRANTIES.**

A. Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the land and 3,520 square foot building commonly known as 0112 Fairgrounds Road, Eagle, Colorado a/k/a 85 Chambers Ave, Eagle, Colorado.

B. Lessor warrants and represents to Lessee that Lessor has a good and merchantable title to the Premises and has good and proper right to make this Lease.

2. **USE OF PREMISES.**

A. The Lessee shall use the Premises to operate and conduct what is frequently referred to as a "convenience store" business with associated motor fuel sales and for no other use, except upon consent of Lessor, which shall not be unreasonably withheld or delayed. As part of its convenience store operations, the Lessee may sell and otherwise deal in and with any and all prepared and unprepared foods and groceries for consumption on or off the Premises, as well as any and all types and varieties of beverages that may be lawfully sold on the Premises. In addition, the Lessee may sell, rent out and otherwise deal in and with any and all goods, wares and merchandise as part of its convenience store operations. As a further part of these operations, the Lessee may sell, rent out and otherwise deal in and with DVDs, money orders, lottery tickets and other intangibles. It may also provide the use of any and all types and varieties of coin-operated machines on the Premises, such as, for example, automatic teller machines, food dispensing machines or video game machines. The Lessor acknowledges and agrees that gasoline and other petroleum products may be sold upon the Premises as well as Electric Vehicle (EV) charging stations.

3. **TERM.**

The primary term of this Lease shall be Five (5) years from and after the date of commencement.

4. **RENT.**

During the primary term of this Lease, Lessee shall pay Lessor the base monthly rental as follows ("the rental"):

\$ 13,403.00 per month commencing on May 1, 2026 and continuing up to and including April 30, 2031.

5. **RIGHT TO EXTEND LEASE TERM.**

Lessee shall have the exclusive right and option to extend the primary term hereunder for Three (3) Five (5) year period upon the same terms and conditions hereof, with the exception that all rents reserved under this lease shall be renegotiated by the parties hereto each and every time the Lessee elects to exercise one or more of the options heretofore provided, which shall be exercised automatically without notice. If Lessee elects not to exercise one or more of such options, it shall do so by written notice at least One Hundred Eighty (180) days prior to the expiration of the primary term or of the then-current extension, and in such notice, Lessee shall state that it elects not to extend the term.

The annual rental applicable during each five (5) year period shall be determined using the Fair Market Value Method in accordance with the following formula:

- (1) Sixty (60) days prior to the renewal, Lessor and Lessee will have fifteen (15) days to agree on the then fair-market rental value of the Premises as defined in Subparagraph (3) below. If they agree on the monthly rent within fifteen (15) days, they will amend this lease by stating the monthly rent for the applicable period.
- (2) If they are unable to agree on the monthly rent within fifteen (15) days, then, the monthly rent for the applicable extension period will be the then-fair market rental value of the Premises as determined in accordance with Subparagraph (4) below.
- (3) The "then-fair market rental value of the Premises" means what a Lessor under no compulsion to lease the Premises and a Lessee under no compulsion to lease the Premises would determine as rents for the applicable extension period, as of the commencement of the applicable extension period, taking into consideration the uses permitted under this lease, the quality, size, design, and location of the Premises, and the rent for comparable convenience store/gasoline/carwash facilities located in the vicinity of the marketing area or a similar marketing area. The then-fair market rental value of the Premises will not be less than the highest monthly rental amount paid during the primary term of a preceding renewal option term, as the case may be.
- (4) Within seven (7) days after the expiration of the fifteen (15) day period set forth in Subparagraph (2) above, Lessor and Lessee will each appoint a real estate appraiser with at least five (5) years full-time commercial appraisal experience in the area in which the Premises are located to appraise the then-fair market rental value of the Premises. If either Lessor or Lessee does not appoint an appraiser within ten (10) days after the other has given notice of the name of its appraiser, the single appraiser appointed will be the sole appraiser and will set the then-fair market rental value of the Premises. If two appraisers are appointed pursuant to this paragraph, they will meet promptly and attempt to set the then-fair market rental value of the Premises. If the two appraisers agree or are within ten percent (10%) of each other, the market rent shall be the average of the two appraisals. If the two appraisals are more than ten percent (10%) apart, the two appraisers shall jointly appoint a third appraiser whose fee shall be equally shared by Lessor and Lessee. The third appraiser shall select one of the other appraisals or shall determine a rate between the other appraisals. The third appraisers decision shall be binding on both Lessor and Lessee.

6. REAL ESTATE TAXES.

In addition to the rental, Lessee shall pay and discharge all real property taxes, general and special assessments and other similar taxes which, during the term of this Lease and any extensions thereof, may be levied upon or assessed against the Premises. Lessee shall pay any personal property taxes on any equipment it owns or installs upon the Premises.

Subject to Lessee's right to pay taxes in installments as provided below, all payments to be made by Lessee pursuant to this paragraph shall be made no later than five (5) days before any fine, penalty, interest or cost may be added for non-payment.

If, by law, any such taxes payable may, at the option of the taxpayer, be paid in installments, Lessee may pay the tax together with any accrued interest on the unpaid balance of the tax in installments as they become due.

All such taxes and assessments for the first and, if the Lessee is not in default under this Lease, the last year of this Lease shall be prorated between Lessor and Lessee.

Anything in this section to the contrary notwithstanding, Lessee shall not be required to pay any estate, gift, inheritance, succession, franchise, income, or other similar taxes which may be payable by Lessor or Lessor's legal representatives, successors or assigns.

If Lessee shall, in good faith, desire to contest the validity or amount of any tax, assessment, or levy or other governmental charge herein agreed to be paid by Lessee, Lessee shall be permitted to do so and to defer payment of such tax or charge, the validity or amount of which Lessee is so contesting, until final determination of the contest, on giving to Lessor written notice thereof prior to the commencement of any such contest, which shall be at least thirty (30) days prior to delinquency, and on protecting Lessor on demand by a good and sufficient surety bond against any such tax, levy, assessment rate or governmental charge, and from any costs, liability or damage rising out of such contest.

7. INSURANCE.

A. Lessee will maintain insurance on the premises of the following character:

(1) Insurance against loss by fire, lightning and other risks from time to time included under "extended coverage" policies in amounts sufficient to prevent Lessor or Lessee from becoming a co-insurer of any loss; but in any event, in amounts not less than the actual replacement value of the Building, exclusive of foundations and excavations.

(2) General public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the premises and adjoining streets and sidewalks, in the minimum amounts or \$1,000,000 for bodily injury or death to any one person, \$3,000,000 for any one accident, and \$3,000,000 for property damage.

(3) Workers' Compensation insurance to the extent required by the law of the state in which the premises is located.

Such insurance shall be written by companies legally qualified to issue such insurance and shall name as insured parties Lessor and Lessee as their interests may appear.

B. Every insurance policy shall provide that it will not be canceled except after written notice to Lessor and that it shall not be invalidated by any act or neglect of Lessor or Lessee, nor by occupancy of the premises for purposes more hazardous than permitted by such policy, nor by any foreclosure or other proceedings relating to the premises, nor by change in title to the premises.

C. The Lessor acknowledges that it may obtain a certificate of insurance upon request to Feather Petroleum Company evidencing such coverage.

D. Any and all insurance which Lessee is obligated to carry hereunder may be provided under blanket policies, provided that such policies otherwise comply with this Paragraph 7., and may include provisions for deductible amounts not in excess of amounts customary in the industry for property similar in location, size, construction and use to the property.

8. UTILITIES.

Lessee agrees to be responsible for and to pay for all electricity, sewage, gas, water and telephone, and any and all other utilities and any licenses in connection therewith used on the Premises during the term of this Lease or any extension thereof, and Lessor shall have no responsibility of any kind for the payment thereof.

9. MAINTENANCE OF IMPROVEMENTS.

Lessee shall, throughout the term of this Lease, at its own cost and as additional rent and without expense to Lessor, keep and maintain all aspects of the Premises, including all buildings, heating, cooling, mechanical, plumbing and electrical systems, asphalt drives, asphalt parking areas, sidewalks adjacent thereto, the landscape areas and improvements of every kind which may be a part thereof, including all gasoline dispensing equipment, and all appurtenances thereto, in good, sanitary and neat order, condition and repair, and except as specifically provided herein, restore and rehabilitate any improvement of any kind which may be destroyed or damaged by fire or casualty or other cause whatsoever. Lessor shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the Premises, or any building, its roof, walls or foundations, or other improvements thereon. Lessee shall be responsible to pay any common area assessments or dues levied or imposed by the owners association for the project.

10. COMPLIANCE WITH LAWS AND ENVIRONMENTAL COMPLIANCE.

A. Lessee shall comply with and abide by all valid Federal, State, County, Municipal and other governmental statutes, ordinances, laws and regulations affecting the demised Premises, the improvements thereon, any alterations or improvements made to the Premises, or any activity or condition on or in such Premises. The Lessee shall be solely responsible for any alterations to the Premises or actions necessary to comply with the Americans with

Disabilities Act (ADA). Failure of Lessee to comply with such governmental regulations or to maintain the Premises as provided above shall be an act of default and Lessor shall have the right to comply with said regulations or to maintain, alter, repair or restore the Premises at the cost of Lessee.

B. Environmental Compliance. Lessee and their agents and employees shall use the Premises and conduct any operations thereon in compliance with all applicable federal, state and local environmental statutes, regulations, ordinances and any permits, approvals or judicial or administrative orders issued thereunder. In the event a spill, discharge or leak of product occurs from the underground gasoline storage tanks, lines, or otherwise during the term of this Lease, Lessee shall be the responsible party and shall take any action required to comply with applicable local, state or federal statutes or regulations, judicial or administrative orders.

11. ALTERATIONS OR IMPROVEMENTS TO PREMISES.

A. Lessee shall have the right to make such alterations, improvements and changes to any building which may from time-to-time be on the Premises as Lessee may deem necessary, or to replace any such building with a new one of at least equal value; provided that, prior to making any structural alterations, improvements or changes, or replacing any such building, Lessee shall obtain Lessor's written approval of plans and specifications, which approval Lessor shall not unreasonably withhold; provided that the value of the building shall not be adversely affected by any such alterations, improvements or changes, or that any proposed new building is at least equal in value to the one which it is to replace, as the case may be. In the event of disapproval, Lessor shall give to Lessee an itemized statement of reasons therefor. If Lessor does not disapprove the plans and specifications provided for in this section within Forty-Five (45) days after the same have been submitted to Lessor, such plans and specifications shall be deemed to have been approved by Lessor. Lessee will in no event make any alterations, improvements or other changes of any kind to any building on the Premises that will decrease the value of such building, or that will adversely affect the structural integrity of the building.

B. Any new building, all alterations, additions, fixtures, and improvements, whether temporary or permanent in character, made in or upon the Premises by Lessee will immediately become Lessor's property and at the end of the term of this Lease will remain on the Premises without compensation to Lessee.

12. INDEMNIFICATION AND RELEASE OF LESSOR.

A. The Lessee shall save the Lessor harmless from and indemnify Lessor against any and all damages, liabilities, claims or demands arising out of or incident to the use of the Premises by the Lessee, its customers, invitees, licensees, employees and any and all other third parties. The Lessee shall properly defend any litigation at its own cost and expense which may be brought on any claim, demand, cause of action or claim for relief of whatsoever type or nature that arises out of the use of the Premises by the Lessee, its customers, invitees, licensees, employees and by any and all other third parties.

B. The Lessee shall never hold nor attempt to hold the Lessor liable for any death, injury or damage, either proximate or remote, which may arise or result from the use or occupancy of the Premises by anyone, or which would have been avoided if the particular person or property which was killed, damaged or injured had not been on or about the Premises at the time the death, damage or injury occurred. However, any claims, demands, causes of action or claims for relief arising from the willful misconduct of the Lessor, its agents, employees or contractors are excluded from the operation and purview of this section.

13. DESTRUCTION OF PREMISES.

If the building or other improvements shall be totally or partially destroyed or damaged by fire, earthquake, act of God, or by other casualty, said destruction or damage shall not release Lessee from any obligation hereunder; and in the case of damage to or destruction of any such building or improvement, Lessee shall, at its own expense, promptly repair and restore the same to a condition as good as or better than that which existed prior to such damage or destruction. Without limiting such obligation of Lessee, it is agreed that the proceeds of any insurance covering such damage or destruction shall be made available to Lessee for repair or replacement. If the destruction occurs during the last year of the Lease or any of the extension periods, Lessee shall have the option to elect to terminate this Lease by written notice served on Lessor within thirty (30) days after the occurrence of such damage or destruction. In the event of such termination, rentals payable shall terminate and there shall be no obligation on the part of Lessee to repair or restore the building or improvements nor any right on the part of Lessee to receive any proceeds collected

under any insurance policy covering such building or improvements. The rent shall be abated during any period that the Premises cannot be occupied as a result of damage to the Premises by a cause covered by this paragraph.

14. WAIVER OF SUBROGATION.

Lessor and Lessee waive all rights to recover against each other or against the officers, directors, shareholders, partners, joint ventures, employees, agents, customers, invitees, or business visitors of each other for any loss or damage arising from any cause covered by any insurance required to be carried by each of them pursuant to this Lease or any other insurance actually carried by each of them. Lessor and Lessee will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Premises.

15. RIGHT TO SUBLEASE AND/OR ASSIGN.

Lessee shall have the full right to sublease and/or assign the Premises, in whole or in part, at any time and from time to time with the written consent of Lessor, which consent will not be unreasonably withheld, provided that the Lessee shall remain fully liable for the performance of all obligations under this Lease. Consent to one assignment or sublease shall not constitute consent to a subsequent assignment or sublease.

16. WASTE AND NUISANCE PROHIBITED.

Lessee shall not commit or suffer to be committed any waste or nuisance on the Premises.

17. LESSOR'S RIGHT OF ENTRY.

Lessee shall permit Lessor and the agents and employees of Lessor to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same or for the purpose of posting notices of non-responsibility for alterations, additions or repairs without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the Premises.

18. LIENS.

A. Lessee shall keep all of the Premises and every part thereof and all buildings and other improvements at any time located thereon free and clear of any mechanics', materialmen's and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement or repairs or additions which Lessee may make or permit or cause to be made, or any work or construction by, for or permitted by Lessee on or about the Premises, or any obligations of any kind incurred by Lessee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify Lessor and all of the Premises and all buildings and improvements thereon against all such liens and claims of liens and suits or other proceedings pertaining thereto. Lessee shall give Lessor written notice no less than twenty (20) days in advance of the commencement of any construction, alteration, addition, improvement, or repair estimates to cost in excess of Two Hundred Fifty Thousand (\$250,000.00) Dollars in order that Lessor may post appropriate notices of Lessor's non-responsibility.

B. If Lessee desires to contest any such lien, it shall notify Lessor of its intention to do so within ten (10) days after the filing of such lien. In such case, and provided that Lessee shall on demand protect Lessor by a good and sufficient surety bond against any such lien and any cost, liability or damage arising out of such contest, Lessee shall not be in default hereunder until ten (10) days after the final determination of the validity thereof, within which time Lessee shall satisfy and discharge such lien to the extent held valid; but, the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered thereon, and such delay shall be a default of Lessee hereunder. In the event of any such contest, Lessee shall protect and indemnify Lessor against all loss, expense and damage resulting therefrom.

19. CONDEMNATION.

A. If the whole of the Premises or such portion thereof as will make the Premises unusable for the purposes herein leased is condemned for any public use or purpose by any legally constituted governmental authority, then in either of such events this Lease will cease and rentals payable shall terminate from the time when possession is taken by such public authority and rental shall be accounted for between Lessor and Lessee as of the date of the surrender of possession. In such events, Lessee shall be entitled to participate in the condemnation award with Lessor and shall have the right to make a claim against the condemnor for removal expenses, business dislocation expenses, moving expenses, the loss, if any, sustained by Lessee as a result of the termination of this Lease, and any other compensable damages suffered by Lessee. Lessee shall look solely to the condemnor for such damages and not to the Lessor. Lessee's right to participate in any condemnation award shall be subject to and limited by the rights of any lender or lenders holding a Deed of Trust on the Premises to which this Lease is subordinate, unless the terms of any instrument creating such subordination provide otherwise.

B. If any part of the Premises shall be so taken and this Lease shall not terminate or be terminated under the provisions of the above, then the minimum rental shall be equitably apportioned according to the space so taken, and Lessor shall, at its own cost and expense, restore the remaining portion of the Premises to the extent necessary to render it reasonable suitable for the purposes for which it was leased, and shall make all repairs to the Building on the Premises to the extent necessary to constitute the Building a complete architectural unit, provided that such work shall not exceed the proceeds of its condemnation award. Rent shall abate during the period of any such restoration or other activity in connection with such condemnation proceedings during which Lessee is unable to operate its business and does not operate its business.

20. **DEFAULT - EVENTS OF DEFAULT.**

The following occurrences are "events of default":

A. Lessee defaults in the due and punctual payment of rent, and the default continues for five (5) days after written notice from Lessor.

B. Lessee abandons the premises.

C. This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Lessee, or are taken upon or subjected to any attachment by any creditor of Lessee or claimant against Lessee, and the attachment is not discharged within fifteen (15) days after its levy.

D. Lessee files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved, or makes an assignment for the benefit of creditors.

E. Involuntary proceedings under any bankruptcy laws or insolvency act or for the dissolution of Lessee are instituted against Lessee, or a receiver or trustee is appointed for all or substantially all of Lessee's property, and the proceeding is not dismissed or the receivership or trusteeship is not vacated within sixty (60) days after the institution or appointment.

F. Lessee fails to take possession of the Premises on the commencement date of the term.

G. Lessee breaches any of the other agreements, terms, covenants or conditions that this Lease requires Lessee to perform, and the breach continues for a period of thirty (30) days after written notice by Lessor to Lessee, or such additional time as reasonably may be required to cure such default in the event that the default cannot be cured within thirty (30) days.

21. **DEFAULT - REMEDIES.**

If any one or more events of default set forth in Paragraph 20. occurs, then Lessor may, at its election, either:

A. Give Lessee written notice of its intention to terminate this Lease on the date of the notice or on any later date specified in the notice, and, on the date specified in the notice, Lessee's right to possession of the Premises

will cease and the Lease will be terminated (except as to Lessee's liability set forth in this Paragraph A), as if the expiration of the term fixed in the notice were the end of the term of this Lease. If this Lease is terminated pursuant to the provisions of this Paragraph A, Lessee will remain liable to Lessor for damages in an amount equal to the rent and other sums that would have been owing by Lessee under this Lease for the balance of the term if this Lease had not been terminated, less the net proceeds, if any, of any reletting of the Premises by Lessor subsequent to the termination, after deducting all of Lessor's expenses in connection with the reletting, including without limitation the expenses set forth in Paragraph B.(2). Lessor will be entitled to collect those damages from Lessee monthly on the days on which the rent and other amounts would have been payable under this Lease if this lease had not been terminated, and Lessor will be entitled to receive those damages from Lessee on those days. Alternatively, at the option of Lessor, if this Lease is terminated, Lessor will be entitled to recover from Lessee:

(1) The worth at the time of award of the unpaid rent that had been earned at the time of termination;

(2) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination until the time of award exceeds the amount of the rent loss that Lessee proves could reasonably have been avoided;

(3) The worth at the time of award of the amount by which the unpaid rent for the balance of the term of this Lease after the time of award exceeds the amount of the rent loss that Lessee proves could reasonably be avoided; and

(4) Any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this Lease or that in the ordinary course of things would be likely to result from that failure. The "worth at the time of award" of the amount referred to in clauses (1) and (2) is computed by allowing interest at the prime rate of the Wall Street Journal. The worth at the time of award of the amount referred to in clause (3) is computed by discounting the amount by the prime rate of Wall Street Journal or a similar reputable local bank, at the time of award. For the purpose of determining unpaid rental under clause (3), the monthly rent reserved in this Lease will be deemed to be the sum of the rent due under Paragraph 5. and the other amounts last payable by Lessee pursuant to this Lease for the calendar year in which the award is made; or

B. (1) Without demand or notice, reenter and take possession of the Premises or any part of the Premises; repossess the Premises as of Lessor's former estate; expel Lessee and those claiming through or under Lessee from the Premises; and remove the effects of both or either, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenants or conditions. If Lessor elects to reenter as provided in this Paragraph B. or if Lessor takes possession of the Premises pursuant to legal proceedings or pursuant to any notice provided by law, Lessor may, from time to time, without terminating this Lease, relet the Premises or any part of the Premises in Lessor's or Lessee's name but for the account of Lessee, for such term or terms (which may be greater or less than the period that would otherwise have constituted the balance of the term of this Lease) and on such terms and conditions (which may include concessions of free rent, and the alteration and repair of the Premises) as Lessor, in its uncontrolled discretion, may determine. Lessor may collect and receive the rents for the Premises. Lessor will not be responsible or liable for any failure to relet the Premises, or any part of the Premises, or for any failure to collect any rent due upon reletting. No reentry or taking possession of the Premises by Lessor will be construed as an election on Lessor's part to terminate this Lease unless a written notice of such intention is given to Lessee. No notice from Lessor under this Lease or under a forcible entry and detainer statute or similar law will constitute an election by Lessor to terminate this Lease unless the notice specifically says so. Lessor reserves the right following any reentry or reletting, or both, to exercise its right to terminate this Lease by giving Lessee written notice, and, in that event, the Lease will terminate as specified in the notice.

(2) If Lessor elects to take possession of the Premises according to this Paragraph B. without terminating the Lease, Lessee will pay Lessor the rent and other sums that would have been payable under this Lease if such repossession had not occurred, less the net proceeds, if any, of any reletting of the Premises after deducting all of Lessor's expenses incurred in connection with such reletting, including without limitation all reasonable repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees,, alteration, remodeling, repair costs, and expenses of preparation for reletting. If, in connection with any reletting, the new lease term extends beyond the existing term or the Premises covered by reletting include areas that are not part of the Premises, a fair apportionment of the rent received from such reletting and the expenses incurred in connection with such reletting will be made in determining the net proceeds received from reletting. In addition, in determining the

net proceeds from reletting, any rent concessions will be apportioned over the term of the new lease. Lessee will pay such amounts to Lessor monthly on the days on which the rent and all other amounts owing under this Lease would have been payable if possession had not been retaken, and Lessor will be entitled to receive the rent and other amounts from Lessee on those days.

C. Suit or suits for the recovery of the rents and other amounts and damages set forth in this paragraph may be brought by Lessor from time to time at Lessor's election and nothing in this Lease will be deemed to require Lessor to await the date on which the term of this Lease expires. Each right and remedy in this Lease will be cumulative and will be in addition to every other right or remedy in this Lease or existing at law or in equity or by statute or otherwise, including without limitation suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Lessor of any right or remedy will not preclude the simultaneous or later exercise by Lessor of any other rights or remedies. All rights and remedies are cumulative and nonexclusive.

In the event that Lessor breaches any of its obligations under this Lease and fails to cure same within thirty (30) days after written notice from Lessee or such additional time as may be reasonably required to cure any such default in the event that the default cannot be cured within thirty (30) days, then Lessee, in addition to all other remedies at law or in equity, shall be entitled to terminate this Lease.

22. SUBORDINATION.

This Lease is subject and subordinate to all present mortgages or Deeds of Trust covering the Premises and shall, without execution of any further instrument, be subordinated to all renewals or extensions thereof. This Lease is subject and subordinate to any future Deeds of Trust which may hereafter, from time to time, be executed effecting the Premises, provided, however, that the holder of such Deed of Trust executes and delivers for recordation an agreement in a form acceptable to Lessee that if such lender or lenders ever acquire title to the said Premises, such lender or lenders will then honor and be bound by the terms and provisions of this Lease so long as the Lessee performs all of the duties and obligations herein imposed on it. Lessee further agrees to execute any and all documents, such as estoppel certificates, necessary or appropriate or as may be requested by a lender or lenders which affect any such Deed of Trust.

23. SIGNS.

Lessee may install a sign or signs on the property that conform with the laws and regulations of the governmental agency having jurisdiction over the Premises and upon securing permission of Lessor, which consent shall not be unreasonably withheld or delayed. Lessee may remove any of its signs affixed to the Premises and the same may be removed by Lessee provided that it is not in default and the Premises are restored to the same condition as before attachment of any such signs.

24. "FOR SALE" AND "FOR LEASE" SIGNS.

During the last three (3) months of the term of this Lease or any extension thereof, Lessor may maintain "For Lease" and "For Sale" signs upon the Premises and may freely exhibit the Premises to any prospective tenants and/or purchasers Mondays through Fridays, before 11:00 AM, not to interfere with Lessee's business.

25. WAIVER OF REQUIREMENTS.

No requirement whatsoever of this Lease shall be deemed waived or varied, nor shall Lessor's acceptance of any payment with knowledge of any default, nor shall either party's failure or delay to take advantage of any default constitute a waiver of either party's rights thereby nor of any subsequent or continued breach of any requirement of this Lease. All remedies provided for herein shall be in addition to, and not in substitution for, any remedies otherwise available to each of the parties hereto.

26. SURRENDER.

A. At the end of this Lease, Lessee will surrender the Premises in good order and condition, ordinary wear and tear excepted. If Lessee is not then in default, Lessee may remove from the building any trade fixtures, equipment and movable furniture placed in the building by Lessee. Any gasoline or electric vehicle charging equipment within the building or on the Premises shall be treated in accordance with Paragraph 26. C. below.

B. Lessee will fully repair any damage occasioned by the removal of any trade fixtures, equipment, or furniture. All trade fixtures, equipment or furniture not removed will conclusively be deemed to have been abandoned by Lessee and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to Lessee or to any other person and without obligation to account for them. Lessee will pay Lessor all expenses incurred in connection with Lessor's disposition of such property, including without limitation the cost of repairing any damage to the building or the Premises caused by removal of such property. Lessee's obligation to observe and perform this covenant will survive the end of this Lease.

C. Upon termination of this Lease for any cause other than Lessor's default, Lessor shall have the option to purchase from Lessee all Lessee's gasoline equipment, tanks, and canopy (gasoline equipment) and electric vehicle charging equipment (EV equipment) within thirty (30) days from the date of such termination. The purchase price shall be paid in cash within the thirty-day period and shall be determined by mutual agreement. In the event that Lessor and Lessee are unable to agree on a purchase price, each party shall select a qualified appraiser to mutually establish a price, and in the event the two appraisers are unable to agree, they shall select a third qualified appraiser and the decision of any two (2) of the three (3) appraisers shall be final. In the event Lessor does not elect to purchase the EV or gasoline equipment, Lessee shall remove same at its expense, shall comply with all environmental regulations pursuant to Paragraph 10. B., and shall repair any damage occasioned by the removal of the gasoline equipment, including patching of asphalt or concrete.

27. PARAGRAPH CAPTIONS.

The paragraph captions as to contents of particular paragraphs are inserted only for convenience and are in no way to be construed as part of this Lease or as a limitation on the scope of the particular paragraphs to which they refer.

28. LEASE ACCEPTANCE AND MODIFICATION.

A. This agreement contains all the oral and written agreements, representations and warranties between the parties hereto, and any rights which the respective parties hereto may have had under any previous contracts or oral arrangements are hereby cancelled and terminated and no representations or warranties are made or implied other than those set forth herein.

B. No amendment or modification of this Lease or any approvals or permissions of Lessor required under this Lease shall be valid or binding unless reduced to writing and executed by the parties hereto in the same manner as the execution of this Lease.

29. ATTORNEY FEES.

If litigation is ever commenced by one of the parties hereto against the other as a result of this Lease or in connection with this Lease, then the losing party in any such litigation shall pay all reasonable attorneys' fees incurred by the other party, to be awarded by the Court.

30. NOTICES.

Any notices or communications provided for in this Lease are to be in writing and are to be directed to the Lessor at the following address:

Aldah M. Medsker Trust
c/o Kathy Schoenfeld, Trustee
1958 J Road
Fruita, Colorado 81521
Kat8100@gmail.com

and notices and communications to the Lessee shall be addressed as follows:

Feather Petroleum Company
2492 Industrial Blvd
Grand Junction, Colorado 81505

Either Lessor or Lessee may from time to time change the mailing addresses aforesaid by written notice to the party hereto.

31. **TIME OF THE ESSENCE.**

Time is of the essence of this Lease and of each and every covenant, term, condition and provision hereof.

32. **PARTIES BOUND.**

The covenants and conditions herein contained shall, subject to the provisions as to assignment and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

33. **UNENFORCEABILITY.**

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Lease term, then and in that event it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

34. **RECORDING.**

Lessee shall not record this Lease without the written consent of Lessor. However, upon the request of either party hereto, the other party shall join in the execution of a Memorandum of "short form" of this Lease for the purposes of recordation. Said Memorandum or short form of this Lease shall describe the parties, the Premises and term of this Lease and shall incorporate this Lease by reference.

In Witness Whereof, the parties hereto have executed this Lease the day and year set forth above.

LESSOR:
Aldah M.Medsker Trust

LESSEE:
Feather Petroleum Company,
a Colorado corporation

By: *Kathy Schoenfeld, Trustee*
Kathy Schoenfeld, Trustee (Oct 13, 2025 10:42:52 MDT)
Aldah M. Medsker Trust
Kathy Schoenfeld, Trustee

By: *Kent Frieling*
Kent Frieling (Oct 13, 2025 08:52:10 MDT)
Kent Frieling, President

Feather Petroleum Company, dba Stop 'n Save
2492 Industrial Blvd.
Grand Junction, CO 81505
Phone 970-242-5205

STORE LOCATION	Beer Lic #	STORE LOCATION	Beer Lic #
Store #3 723 Horizon Dr Grand Junction, CO 81506	04413350003	Store #21 PO Box 3287 78415 Highway 40 Winter Park, CO 80482	04413350021
Store #12 791 Burning Mountain New Castle, CO 81647	04413350018	Store #23 10 Meadow Park Drive Divide, CO 80814	4600604
Store # 18 47 Edwards Village Blvd. Edwards, CO 81632	04413350016	Store #26 548 U. S. Highway 24 South Buena Vista CO 81211	4600783
Store #7 3223 F Road Clifton, CO 81520	04-02213	Store #28 519 W US-24 Woodland Park, CO 80863	04-02214

AFFIDAVIT OF PUBLICATION

State of New Jersey, County of Camden, ss:

Edmar Corachia, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Vail Daily (Eagle Valley Enterprise Alternative), that the same weekly newspaper printed, in whole or in part and published in the County of Eagle, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Eagle for a period of more than fifty-two consecutive weeks next prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as a periodical under the provisions of the Act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of 1 insertion; and that the first publication of said notice was in the issue of said newspaper dated June 10, 2026.

That said newspaper was regularly issued and circulated on the below dates.

PUBLICATION DATES: June 10, 2026**NOTICE ID:** eu9W3yZp628jmqyCYnbK**PUBLISHER ID:** 405982**NOTICE NAME:** 8CD09 LIQLICNOTICE-STOPNSAVE**Total cost for publication:** 24.35*Edmar Corachia*

(Signed) _____

VERIFICATIONState of New Jersey
County of Camden**SHARONN E THOMAS-POPE**
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

Subscribed in my presence and sworn to before me on this: 06/10/2026

Sharon E. Thomas-Pope

Notary Public

Notarized remotely online using communication technology via Proof.

**PUBLIC NOTICE
TOWN OF EAGLE
NEW FERMENTED MALT BEVERAGE AND WINE
RETAILER LICENSE APPLICATION**

Notice is hereby given that the Local Liquor Licensing Authority shall hold a public hearing on the application of **FEATHER PETROLEUM COMPANY dba STOP 'N SAVE** dated June 8, 2026, requesting a **RETAIL FERMENTED MALT BEVERAGE AND WINE LICENSE**, located at **99 CHAMBERS AVE** Eagle, Colorado 81631. Said hearing will be held on Thursday, June 25, 2026 at 10:00 a.m. at the **Eagle Town Hall, located at 200 Broadway**. All persons interested in the aforementioned application may appear before the Liquor Authority and present testimony or may submit written correspondence to the Eagle Town Clerk, at clerk@townofeagle.org or PO Box 609 Eagle CO 81631.

By: **Camille Deering**
Town Clerk
**PUBLISHED IN THE VAIL DAILY ON
WEDNESDAY, JUNE 10, 2026.**